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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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 3 Nashville, TN 37207  
 4 Tmento01@gmail.com  
 770-895-5046  
 Pro Se

6 UNITED STATES DISTRICT COURT  
 7 DISTRICT OF NEVADA

8 TAREK MENTOURI, )  
 9 Plaintiff, )  
 10 vs. )  
 11 INTREPID WEB SERVICES, )  
 12 LLC., )  
 13 Defendant )  
 14 )  
 15 \_\_\_\_\_

**2:21-cv-00403-KJD-NJK**

Document Title: COMPLAINT FOR  
 DAMAGES CAUSED BY TORTIOUS  
 INTERFERENCE WITH  
 PROSPECTIVE ECONOMIC  
 ADVANTAGE AND CONTRACTUAL  
 RELATIONS

16 Plaintiff Tarek Mentouri ("Mentouri") brings this action for damages arising from  
 17 tortious interference with prospective economic advantage and tortious interference with  
 18 contractual relations against Intrepid Web Services, LLC ("Intrepid"). The allegations  
 19 herein are made based on personal knowledge as to Plaintiff and its own actions and  
 20 interactions, and upon information and belief as to all other matters.

22 **JURISDICTION AND VENUE**

24 1. This Court has jurisdiction over Mentouri's state law claims under 28 U.S.C. § 1332  
 25 because the parties are of diverse citizenship and the amount in controversy exceeds  
 26 \$75,000, exclusive of interests and costs.

2. This Court has personal jurisdiction over the Defendant because Intrepid Web Services, LLC. is a Nevada limited liability company, Entity Number: E0153532011-4 and NV Business ID: NV20111185356. Venue is proper under 28 U.S.C. § 1391 because the Defendant entity is registered as a business in Nevada.

## **THE PARTIES**

3. Plaintiff Tarek Mentouri is a resident of Nashville, Tennessee who was doing interstate commerce with the Defendant.

4. Defendant Intrepid Web Services, LLC. Is a Nevada limited liability company that conduct interstate commerce across the country.

## **FACTUAL ALLEGATIONS**

5. Mentouri signed up as a service provider on masseurfinder.com with the Bronze marketing package<sup>1</sup> in April 2015. Intrepid Web Services, LLC. Owns masseurfinder.com. Mentouri paid a monthly access fee to utilize the site every month since. The website specifically states that it is a platform to “Find gay massage therapists worldwide.” **See Attached Exhibit A - Website Screenshot.** Mentouri also paid for a marketing package on another Intrepid website, massagefinder.com, but used it to a much lesser extent.

6. Mentouri is a professional massage therapist and partnered with the site to generate leads for his services. Potential customers enter their location data and the website generates a list of potential providers in their area. The website returns 15-20 profiles of service providers for the customer to select. The provider is then contacted either via text message, phone or email.

<sup>1</sup> <https://www.masseurfinder.com/s/signup/>

- 1       7. Mentouri grossed anywhere from \$4,000 to \$7,000 per month from clients on the  
2 website from 2017 and 2019. He was also very successful on the website in August  
3 2020 despite COVID-19 and shutdowns. **See Attached Exhibit B - Venmo data.**  
4 More definitive income data will be subpoenaed from Intrepid in the course of  
5 discovery, as Mentouri no longer has access to the website. The website  
6 masseurfinder.com was a primary source for clients and thus income for Mentouri  
7 since 2015.  
8  
9 8. Mentouri was working with a client he obtained from masseurfinder.com on  
10 September 14, 2020. The client abruptly left the session despite having two more  
11 minutes on the clock for the service. The client began text messaging Mentouri about  
12 his dissatisfaction with the service provided. Less than 30 minutes after the final text  
13 message from the client, Mentouri received an email message from  
14 masseurfinder.com saying "your account has been suspended." **See Attached**  
15 **Exhibit C - Email Printout.**  
16  
17 9. Mentouri immediately reached out to the company via email to find out why his  
18 account of nearly six years was abruptly suspended. The company does not have a  
19 phone number. Mentouri received no responses from customer support. He did not  
20 violate any provisions in Section 2.5 of the Advertiser Agreement. And despite Intrepid  
21 stating it may terminate a user account without cause, the Advertiser Agreement<sup>2</sup> is  
22 invalid and unenforceable as Mentouri never deliberately and/or affirmatively took  
23 action amounting to agreement to said terms, and said terms did not exist when  
24 Mentouri partnered with the company.  
25  
26

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28       2 [https://www.masseurfinder.com/about/advertiser\\_policy/](https://www.masseurfinder.com/about/advertiser_policy/)

1       10. Mentouri and the Defendant entered into their business partnership in April 2015.

2              The effective date if the advertiser agreement is December 14, 2015. **See Attached**  
3              **Exhibit D - Masseurfinder.com Advertiser Agreement.**

4       11. The Defendant's actions have caused major financial loss and emotional distress to  
5              Mentouri and will continue to do so without action by this Court.

6              **COUNT I - Tortious Interference with Prospective Economic Advantage**

7       12. Plaintiff incorporates by reference and repeats the allegations contained in  
8              Paragraphs 1 through 89 as though fully set forth herein.

9       13. Intrepid happily took monthly payments via Mentouri's credit cards for nearly six  
10             years as part of an implied and prospective agreement that Intrepid knew existed.  
11             Intrepid intentionally and wantonly caused harm to Mentouri not only by terminating  
12             the nearly six-year partnership without cause or justification, but also cut Mentouri off  
13             from numerous potential and established third-party clients that can no longer get in  
14             touch with him. The actions of Intrepid have caused Mentouri to lose many clients and  
15             income.

16       14. Further, Mentouri's profile on masseurfinder.com was terminated just minutes after a  
17             client voiced dissatisfaction with the service Mentouri provided. Of course consumer  
18             complaints come with the territory for any company or individual providing products or  
19             services to customers. The customer mentioned something about race and Mentouri  
20             somehow discriminating against him based on his ethnicity. A record of the text  
21             message chain between Mentouri and the customer will be provided in due course.  
22             Potential conspiracy between said customer and Intrepid notwithstanding, the  
23             company states as a policy that it is "[not] able to assess the credibility of complaints

1 about advertisers, or to mediate disputes between advertisers and consumers." See  
2 **Attached Exhibit E - October 19 email from support.**

3 15. Intrepid failed to respond at all to Mentouri when he attempted for several days to  
4 resolve whatever issues related Intrepid used in terminating the partnership. Intrepid  
5 simply cut Mentouri off from his many third-party potential and actual clients without  
6 reason, privilege or justification. As a result of Intrepid's improper, bad faith actions,  
7 and conscious disregard for the imminent harm, Mentouri has already lost upwards of  
8 \$40,000 since his profile was abruptly terminated on September 14, 2020. He will  
9 continue losing anywhere from \$4,000 to \$7,000 every month, based on performance  
10 over the last 36 months - even during the COVID economy. Mentouri is entitled to  
11 compensatory and punitive damages, along with future damages due to loss of future  
12 earnings. See NRS 42 et seq. Further, Nevada recognizes claim of tortious  
13 interference. *Leavitt v. Leisure Sports, Inc.*, 103 Nev. 81, 88, 734 P.2d 1221, 1225  
14 (1987).

15 16. Such conduct was fraudulent, oppressive, or malicious, and was carried out in  
16 conscious disregard of Mentouri's rights, so as to justify an award of punitive  
17 damages.

18 **COUNT II - Intentional interference with contractual relations**

19 17. Plaintiff incorporates by reference and repeats the allegations contained in  
20 Paragraphs 1 through 89 as though fully set forth herein.  
21  
22 18. Nevada courts recognize the tort of intentional interference with contractual  
23 relations. *J.J. Industries, LLC v. B. Bennett*, 19 Nev. 269, 71 P.3d 1264, 1268 (2003);  
24 *Wichinsky v. Mosa*, 109 Nev. 84, 88, 847 P.2d 727 (1993).  
25  
26  
27  
28

1       19. Mentouri had, at the very least, an implied contractual relationship with Intrepid  
2       when the two parties began their business relationship in April 2015. An electronic  
3       record exists via emails and text messages that not only precedes the December  
4       2015 terms and conditions, but are also legally recognized as a contract under  
5       Nevada law. NRS 719 et seq.  
6

7       20. Every contract or agreement contains an implied covenant of good faith and fair  
8       dealing which prohibits any contracting party from injuring another party's right to  
9       receive the benefits of the agreement. Restatement (Second) of Contracts § 205  
10      (1981). Many courts across the country recognize a tort for breach of this implied  
11      covenant. See e.g. *Egan v. Mutual of Omaha Insurance Company*, 24 Cal.3d 809  
12      (1979); *Consol. Generator–Nevada v. Cummins Engine Co., Inc.*, 971 P.2d 1251,  
13      1256 (Nev. 1998).

14  
15      21. Further, even if the masseur finder.com Terms and Conditions were the  
16      commanding contract, it is not enforceable.

17  
18      22. Mentouri signed up with masseurfinder.com in April 2015. **See Attached Exhibit F -**  
19      **Welcome Email.** The Advertiser Agreement, per the company website, did not take  
20      effect until December 14, 2015. **See Exhibit D.** Further, both the Terms of Service  
21      and Advertiser Agreement are unconscionable because Intrepid never directed  
22      Mentouri to the foregoing documents before he signed up. The front page of the  
23      website today hides the Terms of Service in a tiny, narrow rectangular field at the  
24      bottom of the homepage. **See Attached Exhibit G - Homepage TOS Screenshot.**

25  
26      23. Electronic contracts of adhesion are unenforceable where the hyperlink to it is  
27      inconspicuous, buried in the middle to bottom of every or one single webpage among

many other links, and/or the website never directs a user to the Terms of Use. *In re Zappos.com, Inc., Customer Data Breach Sec. Litig.*, 893 F. Supp. 2d 1058, 1064–65 (D. Nev. 2012). A contracting party is not bound by inconspicuous contractual provisions of which he was unaware, or contained in a document whose contractual nature is not obvious. *In re Holl*, — F.3d —, No. 18-70568, 2019 WL 2293441, at \*4 (9th Cir. May 30, 2019). These agreements – where terms are posted via hyperlink at the bottom of a website, and where the user is not required to manifest assent to those terms – is generally unenforceable. *Nguyen v. Barnes & Noble Inc.*, 763 F.3d 1171 (9th Cir. 2014).

24. Mentouri signed up for the service on masseurfinder.com in April 2015 and has since been automatically charged monthly for the partnership until Intrepid terminated the agreement without notice. Even if the company properly displays its Terms and Conditions now and compels contractors to acknowledge them, this was not the case in April 2015. The Advertiser Agreement and Terms of Service are both invalid and unenforceable.

25. Defendant wantonly and maliciously cut Mentouri off from accessing his client base, which resulted in lost income and lost future income. Such conduct was fraudulent, oppressive, or malicious, and was carried out in conscious disregard of Mentouri's rights and well-being, so as to justify an award of punitive damages.

## **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Absorption respectfully requests that the Court enter an

- 1       1. Entering a judgment awarding Mentouri compensatory and punitive damages in
- 2                  connection with his claims for tortious interference and contractual interference, in an
- 3                  amount to be determined at trial; and
- 4       2. Granting Mentouri such other and further relief as this Court deems just and
- 5                  equitable.
- 6

7                  Respectfully submitted on this 4<sup>th</sup> day of March, 2021.



10                  Tarek Mentouri  
11                  1801 Glade Street  
12                  Nashville, TN 37207  
13                  Tmento01@gmail.com  
14                  770-895-5046  
15                  Pro Se

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# Exhibit C

## Gmail

Isaac MT <tmento01@gmail.com>

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### Account suspended

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Masseurfinder.com <alerts@massuerfinder.com>  
To: tmento01@gmail.com

Mon, Sep 14, 2020 at 4:17 PM

Dear Tarek,

Your account on Massuerfinder.com has been suspended. Our agreements with you allow us to suspend an account at any time for any reason, including for violations of our guidelines and policies.

We have issued a refund for \$39.40 for the unused portion of your current subscription period. Please allow 2-3 business days for the refund to appear on your Mastercard ending in 1145.

Please note that you will no longer be able to log in to the site. Do not attempt to create a new account.

Respectfully,  
Massuerfinder.com

# Exhibit D

masseurfinder

## masseurfinder.com Advertiser Agreement

Effective Date: December 14, 2015

Last Modified: September 19, 2018

**INTRODUCTION** - Welcome to Masseturfinder.com's Advertiser Agreement. We appreciate the opportunity to explain the various terms, conditions, and provisions that govern Your creation of an Advertiser Account, and Your use of the Site for marketing and promotional purposes. You must read and consent to this Advertiser Agreement ("Advertiser Agreement") before You may access Masseturfinder.com, or any of its associated services as an Advertiser (defined below). Please read This Agreement carefully as it impacts Your legal rights. In accessing and using the Website, You agree to Our User Terms & Conditions of Service. In addition, as an Advertiser, You further agree to be bound by the following:

### 1. PRELIMINARY PROVISIONS

#### 1.1.1. Party Definitions - The parties referred to in this Agreement are defined as follows:

1.1.1.1. Company - Intrepid Web Services, LLC is the operator of Masseturfinder.com. Hereinafter, "Intrepid Web Services, LLC" will be referred to as "Company." When first-person pronouns are used in this Agreement ("Us," "We," "Our," "Ours," etc.), these provisions are referring to Company. Additionally, when the terms "The Website," "the Site" or "Site" are used, these terms refer to www.masseyurfinder.com, along with any other website published by Us (unless specifically exempt from this Agreement), and any such mobile version(s) of the same. Our Site, and the services the Site provides ("Services"), may contain images and content, including but not limited to text, software, images, graphics, data, messages, or any other information, and any other website content owned, operated, licensed, or controlled by the Company (collectively, "Materials").

1.1.2. Advertiser - You are a user seeking to promote or otherwise advertise massage therapy services via the Site as an Advertiser. This Agreement will refer to You as "Advertiser" or "You", or through the applicable second-person pronouns, such as "Yours."

1.1.2. What this Agreement is - This Agreement is a legal contract between You and the Company, governing Your activities as an Advertiser on this Site. You should treat it as any other legal contract by reading its provisions carefully, as they will impact Your legal rights. By becoming an Advertiser for this Site, You agree to all terms and conditions within this Agreement. If You do not agree with all of the provisions of this Agreement, You must cease all access to, and use of, the Site and any other Services provided by the Company.

1.1.3. Consideration - You agree that Your acceptance of the provisions of this Agreement is supported by consideration in the form of allowing You to use Our Site and Services, which includes allowing You to become an Advertiser on the Site, and the associated promotional benefits. You acknowledge the existence and sufficiency of such consideration upon your acceptance of this Agreement.

#### 1.4. Incorporations by Reference - The document(s) listed below provide additional rules and guidelines regarding the Website and Our Services. They are specifically incorporated by reference and are therefore part and parcel of this Agreement:

Case 2:21-cv-00403-KJD-NJK  
Privacy Policy  
User Terms & Conditions of Service

In using this site, I agree to be bound to the Terms of Service and Privacy Policy.

1.5.2. You hereby warrant that You are over eighteen (18) years of age and are competent and have the legal authority to enter into contracts.

1.6. You acknowledge that You are aware of the laws, regulations, policies and community standards in your jurisdiction, and You will comply in with all applicable laws, regulations, policies or standards in connection with Your use of the Site or Services. You specifically agree not to use the Services or access the Site if doing so would violate the laws of Your state, province, or nation.

#### 1.7. Revisions to this Agreement

1.7.1. Revisions. We reserve the right to make changes to Our Website, Services, policies or this Agreement at any time. You agree that We have this right. You agree that the version of the Agreement you most recently accepted will be applicable to you.

1.7.2. Severability. If any term or condition of this Agreement is determined to be invalid, void, or for any reason unenforceable, that term or condition shall be severable and shall not affect the validity and enforceability of any remaining terms or conditions.

#### 2. THE WEBSITE AND SERVICES

2.1. The Website acts as a passive conduit, providing an online venue and database for the publication and distribution of information created and provided by Advertisers to advertise and promote their massage therapy services. The Company does not verify this information and does not guarantee the accuracy, completeness, or timeliness of the information or claims contained therein.

2.2. The Company does not investigate, review, validate, confirm or endorse the representations, qualifications or abilities of any Advertiser on the Website, nor does it guarantee or endorse the quality or efficacy of any services they offer. Advertisers are solely responsible for the content they provide and post on the Website, and users are responsible for confirming the qualifications of any Advertiser and for determining the appropriateness of any service or suitability of any provider for the user's needs.

2.3. The Site provides certain tools for Advertisers, including an online portal to create and manage ads, start, change, or cancel Advertising Subscriptions, and/or take other actions with regard to Advertiser Accounts. We also seek to provide assistance to address billing issues or concerns. You agree that We are entitled to change or eliminate any such services or features at any time. You further agree that, in Our sole discretion, We may choose to provide services to Website users or other customer support, but We are not obligated to do so under this Agreement or otherwise. You expressly agrees that We are not required to provide any specific support of any kind for administration of Advertiser Accounts or Services.

#### 2. ADVERTISER ACCOUNT & SERVICES

##### 2.1. Advertiser Account

2.1.1. To access certain features of the Site and Services, You must register as an Advertiser on the Site, thereby creating a special type of user account allowing You to advertise Your massage therapy services ("Advertiser Account"). Activation of Your Advertiser Account is contingent upon receipt of valid payment for purchase of an Advertising Subscription, as explained below in Section 2.2. We further reserve the right to accept or reject your request to create an Advertiser Account in our sole discretion. Our acceptance of You as an Advertiser or establishment of an Advertiser Account does not constitute approval, confirmation, promotion, or endorsement of You, your actions or representations, or any services you

In using this site, I agree to be bound to the Terms of Service and Privacy Policy.

2.1.4. You warrant that all information provided in creating Your Advertiser Account is true, accurate, current, and complete. You also agree that You are responsible for maintaining the accuracy of such information throughout Your tenure as an Advertiser. If You provide any information that is untrue, inaccurate, not current, or incomplete, or if We have any concerns, in Our sole discretion that such information is or may be untrue, inaccurate, not current, or incomplete, We have the right to deny, suspend, or terminate Your Advertiser Account and refuse any and all current or future use of the Site and Services by You.

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2.1.5. You are prohibited from creating more than one Advertiser Account with the Site, whether directly or indirectly by use of different names or aliases.

2.1.6. You are prohibited from transferring, assigning, or selling access to Your Advertiser Account to any other party.

2.1.7. You are prohibited from creating an Advertiser Account if accessing Our Site, or participating in Our Services, violates any law(s) applicable to Your jurisdiction or any jurisdiction where you advertise or provide services.

2.1.8. You are prohibited from creating an Advertiser Account on behalf of a third party or in a representative capacity for any other party (whether an individual, corporate or other business entity).

2.1.9. You are entirely responsible for any and all activities conducted by and through Your Advertiser Account.

2.1.10. You agree that you are utilizing the Site's Services of your own free will, and that only You will be depicted in any advertising or will offer any services through the Site.

Document 1  
2.1.11. You agree to promptly notify Us of any unauthorized use of Your Advertiser Account as well as of any other suspected or actual breach of security. The Site, along with its owners, agents, employees, and affiliates hereby disclaim any and all liability arising from fraudulent entry info, and use of, the Site. In its sole discretion, We may terminate any Advertiser Account for concerns of fraudulent access, breach of security or unauthorized use, and may take any and all actions We deem appropriate under the law or by referral to law enforcement authorities.

### 2.3. Advertising Subscriptions & Fees

2.3.1. To use the Site and Services as an Advertiser, You must select and accept one of the Site's advertising packages ("Advertising Subscription"). We offer a selection of Advertising Subscriptions, which provide different features and options, enabling You to maximize Your use of the Services.

2.3.2. Rates, Pricing for each Advertising Subscription are presented on the Site and in connection with Your establishment of an Advertising Account. For current pricing rates and details for Advertising Subscriptions, please visit: <https://www.massseurfiner.com/signup/>. Advertising Subscription rates and terms are subject to change in our discretion at any time. If we change rates or material terms as to existing Advertiser Accounts, We will provide notice of such changes and an opportunity for Advertisers to cancel within thirty (30) days.

2.3.3. You agree to pay all fees associated with Your Advertiser Subscription and Your Advertiser Account immediately when due, and in accordance with the billing terms stated below, or as set forth by Our third party payment processor, if applicable.

### 2.4. Billing Terms

2.4.1. We may contract with third party payment processors concerning billings and payments relating to Your Advertiser Account. You understand and agree that we may do so and that such entities may impose additional terms and conditions

Your chosen payment method for the recurring and ongoing cost of Your selected Advertiser Subscription. Unsuccessful payment processing attempts may result in additional fees charged to the Your Advertiser Account, and/or suspension or termination of Your Advertiser Account.

2.4.4. Refunds - You understand and agree that it is Our standard policy that charges and/or fees associated with Your Advertiser Account are nonrefundable. Deviating from Our standard refund policy is within Our sole discretion.

2.4.5. You agree to pay any outstanding balance immediately upon cancellation or termination of Your Advertiser Account. This provision shall survive any termination or cancellation of this Agreement.

2.4.6. You must promptly inform Us, and Our third party payment processor (if applicable) of all changes regarding Your credit card, address, or any other information needed for billing and/or payment for the Site and Services. You acknowledge that We are permitted to check your payment method and associated information, including by use of databases and services to prevent fraud and/or identify theft.

2.4.8. Chargebacks. You are responsible for any credit card chargebacks, cancelled payments, and/or dishonored checks along with any related fees that the Site incurs with respect to Your Advertiser Account. If You fail to reimburse Us, or the relevant third party payment processor, for any credit card chargebacks, dishonored checks, or related fees within thirty (30) days of Our initial demand for reimbursement, You agree that You will pay Us one hundred dollars (\$100) in additional liquidated damages as well as any costs incurred by Us for each such fee incurred.

2.4.9. Billing Errors. If You believe that You have been erroneously billed, please provide prompt notice to Us and any third party payment processor that rendered the bill. If You do not provide notice within thirty (30) days after a charge first appears on any account statement provided to You, such charge will be deemed acceptable by You for all purposes, including resolution of inquiries made by Your credit card issuer. You release Us from all liabilities and claims of loss resulting from any error or discrepancy that is not reported to Us within thirty (30) days of the bill being rendered to You. These terms shall supplement and be in addition to any terms required by third party payment processors that We engage to provide billing services. You are responsible for review and compliance with such entity's terms in addition to those contained in this Agreement, prior to acceptance of this Agreement.

2.4.10. Stolen Cards and Fraudulent Use of Credit Cards, Debit Cards or Payment Methods - We take credit card fraud very seriously. Discovery that any Advertiser has used a stolen or fraudulent credit or debit card or other payment method, will result in the notification of the appropriate law enforcement agencies and termination of such Advertiser's account.

### 2.5. Termination of Advertiser Account

2.5.1. You may cancel Your Advertiser Account at any time by accessing Your private Advertiser Account portal on the Website and indicating Your cancellation.

2.5.2. Termination by Us. You agree and acknowledge that We may terminate Your account with or without cause, at any time in Our sole discretion. Without limiting other remedies, We may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate Your access and use of the Site and Services at any time, with or without advance notice, if, in Our sole discretion:

2.5.2.1. We believe that You have breached any material term of this Agreement or other agreements regarding use of the Site;

2.5.2.2. We are unable to verify or authenticate any information You provide to Us;

In using this site, I agree to be bound to the Terms of Service and Privacy Policy.

**3. ADVERTISER CONTENT**

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3.1. **Advertiser Content** - Advertiser Content includes any text, images, and any other content or media associated with Your Advertiser Account, published or transmitted via the Site or Services, or otherwise provided by You to the Site or to Users through the Site's Services. Advertiser Content shall include material uploaded to the Site, including but not limited to the content of all advertisements, along with any private photographs/videos submitted to Users of the Site. You agree that any and all Advertiser Content associated with Your Advertiser Account will comply with all terms set forth in this Agreement and any other policies that govern the use of the Site and Services, including the regulations set forth in Our Ad Photo Guidelines, found here: [https://www.massaefinder.com/tools/ad\\_photo\\_guidelines/](https://www.massaefinder.com/tools/ad_photo_guidelines/), and our Ad Text Guidelines, found here: [https://www.massaefinder.com/tools/ad\\_text\\_guidelines/](https://www.massaefinder.com/tools/ad_text_guidelines/). We reserve the right to modify, update, and/or amend guidelines and policies at any time, and You agree to be bound by and comply with all such guidelines and policies from and after the time they are instituted.

**3.2. License to Use Your Advertiser Content:**

3.2.1. **License Grant** - With regard to all Advertiser Content, You hereby grant Us a royalty-free, perpetual, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, communicate to the public, and display such Advertiser Content (in whole or in part) worldwide and/or to incorporate such Advertiser Content into any form, medium, or technology now known or later developed. Further, You hereby grant to Our Users, as defined in the User Agreement, a nonexclusive licensee to access the Advertiser Content via the Site and Services.

3.2.2. You understand and agree that all license rights granted to Us shall be fully sub-licensable, assignable, and transferable, within Our sole discretion. Accordingly, We reserve the right to sub-license, assign, or transfer Our right(s) in any and all Advertiser Content to a third party entity in Our discretion.

3.2.3. You understand and agree that by uploading Advertiser Content, You are consenting to the above license in its entirety, which provides Us the rights to:

3.2.3.1. Reproduce, transmit, communicate, display, or distribute Advertiser Content, on or as part of Our Site(s), on other Internet sites, or elsewhere, for promotional or commercial purposes, by means of any technology, whether now known or hereafter to become known;

3.2.3.2. Reproduce Advertiser Content in digital form or display on the Internet (alone or in combination with other works, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, video, or audio segments, and hypertext links); and/or

3.2.3.3. Adapt, modify, or alter Advertiser Content or otherwise create derivative works based upon it; and for all other reasonable promotional or commercial uses either as part of the operation of Our Site(s), or as a promotion or operation of any derivative or related businesses.

3.2.4. You represent and warrant that You have all rights, including intellectual property and publicity rights, to grant the license set out above. Advertiser Content suspected and/or determined to be infringing may result in the suspension or termination of Your Advertiser Account.

3.2.5. You acknowledge and agree that the Site is an online advertising network that can be accessed by users throughout the world. You therefore understand that any material that you post to the Site may be viewed by current and/or former friends, colleagues, associates, and acquaintances.

**In using this site, I agree to be bound to the Terms of Service and Privacy Policy.**

MASSAUFINDER  
(Violation of such restrictions is determined within Our sole discretion):

**3.4.1. Text or Images, or other materials concerning sexual activity;**

3.4.4. Text, images, or other materials that include private or personal information of any person without that person's consent;

3.4.5. Text, Images, or other materials that violate the intellectual property or publicity rights of third parties;

3.4.6. Defamatory or derogatory text or images directed towards any person, group, and/or entity (including but not limited to other users, the Site, and Company);

3.4.9. Express or implied promotion of a competitor's website;

3.4.10. Disclosure of personal contact information pertaining to other Advertisers;

3.4.13. Generic images of objects, places, or things other than, or not incorporating, You as the Advertiser;

3.4.14. Images that violate our Photo Guidelines;

3.4.15. False, inaccurate, or excessively dated depictions of You as the Advertiser, and

3.4.16. Images or text used without the authorization of its legal owner.

3.5. We reserve all rights, in Our sole discretion, to reject and/or remove any Advertiser Content, at any time before or after publication, although We undertake no obligation to monitor Advertiser Content, or take any such actions.

**4. INDEMNIFICATION**

4.1. You agree to defend and indemnify Us should any user or third party be harmed by Your actions or should We be obligated to defend any claims including, without limitation, any criminal or civil action brought by any party due to Your actions as an Advertiser or a user of the Site.

4.2. You agree to defend, indemnify, and hold harmless the Company its officers, directors, shareholders, employees, independent contractors, representatives and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal fees and costs, for any and all damages directly, indirectly, and/or consequently resulting or allegedly resulting from Your conduct as an Advertiser, or Your breach of this Agreement or any other agreement relating to use of the Website. We will notify You of any such claim or suit, provided, however, that any delays in providing notice will not waive or prejudice Our rights to indemnification. We will cooperate fully (at Your expense) in the defense of such claim or suit. We reserve the right to control the defense of such claim, compromise or settle any claim (after consultation with You), and choose Our own legal counsel; however, We are not obligated to do so. You agree to promptly pay any and all costs, fees, or expenses incurred by Us in connection with any claim subject to indemnification.

4.3. In order to maintain the integrity of the Site and Services, or to investigate complaints, You agree to allow Us to access Your Advertiser Account and any other information You have submitted or created for as long as reasonably required to investigate the complaint or protect the Services of this Site.

4.4. You agree to promptly notify Us of any incident, claim, or allegation that may impact the indemnification obligations set

**In using this site, I agree to be bound to the Terms of Service and Privacy Policy.**

or otherwise, even if We have been advised of the possibility of such damages.

5.2. In no event shall Our maximum total aggregate liability hereunder for direct damages exceed the total fees actually paid by You for use of the Site or Services for a period of no more than one (1) year from the accrual of the applicable cause or causes of action or one hundred dollars (\$100.00), whichever is greater. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

5.3. You acknowledge that no website or server is completely secure from hacking, data breach, or other nefarious risks or activities. Third parties may obtain access to material, content, communications, data, or other information You send to Us and may use or publicly disclose such information. Such actions can cause significant humiliation, embarrassment, injury, and damage to reputation, privacy and publicity rights. By using Our Website and Services, You voluntarily assume all risks of data breach, and release Us from any and all claims in the event Your information is obtained by others, or made public in any fashion.

#### 5.6. FORCE MAJEURE

We shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay the Site's or Services' performance.

#### 7. DISPUTE RESOLUTION

**7.1. Disputes Subject to Arbitration; ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR ADVERTISER ACCOUNT OR USE OF THE WEBSITE OR SERVICES WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT;** except that You may assert claims in small claims court if Your claims qualify, and You or We may bring suit in court to enjoin infringement or other misuse of intellectual property rights. The Federal Arbitration Act and federal arbitration law apply to this Agreement.

7.2. Arbitration Procedures. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, statutory damages, or attorneys' fees as allowed by law), and must follow the terms of this Agreement and other agreements between You and Us as a court would.

7.3. Commencing an Arbitration; Governing Rules. Arbitrations will be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, as modified by this Agreement. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA rules. The format of the arbitration (whether conducted in person, by telephone, or based on written submissions) and the location of any in-person hearings will be determined by mutual agreement or by the AAA rules. To bring an arbitration claim, You must send a demand describing the dispute along with the filing fee as provided in the AAA rules to American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Verona, NJ 07043, and send a copy of the demand to Us by email at [notices@masssurfider.com](mailto:notices@masssurfider.com) or by conventional mail at 427 N. Tenthall St. Wilmington, DE 19801. The AAA also provides a form Demand for Arbitration on its website.

7.4. No Class Action or Representative Claims. You and We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, You and We each waive any right to a jury trial.

In using this site, I agree to be bound to the Terms of Service and Privacy Policy.

8.2. Assignment. You may not assign, transfer, or delegate any and/or all of Your rights or obligations under this Agreement without Our written consent. We reserve the right to assign this Agreement and all rights and obligations under the Agreement, in whole or in part.

8.3. Severability. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement. If any provision of this Agreement is determined to be unenforceable by a court or an arbitrator, that provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

8.4. No Waiver. Any failure by Us to enforce terms of this Agreement or other applicable agreements shall not be deemed a waiver of any subsequent default or breach or of any of Our rights to enforce the Agreement or other applicable agreements..

8.5. Headings. All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

8.6. Complete Agreement. This Agreement (including other agreements incorporated herein) constitutes the entire agreement between the parties with respect to Your access and use of the Site, Services, and Advertiser Account, and supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

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Filed 03/10/21

Case 2:21-cv-00403-KJD-NJK

# Exhibit C

## Masseur Complaint

⋮ ⋯ ⋤

Isaac M

Hi, if we have concerns with a masseur, is there a way to report them to your company?

Sat, Oct 17, 4:53 PM (4 days ago) ⋕



Masseurfinder.com Support <support@masseurfinder.com>  
to me.

Thank you for your message.

Mon, Oct 19, 10:55 AM (2 days ago) ⋕

Masseurfinder is a paid advertising venue. As stated in our Terms and Conditions, our company does not in any way endorse, guarantee or warrant the services of the persons who place advertisements in our online directory. Nor are we able to assess the credibility of complaints about advertisers, or to mediate disputes between advertisers and consumers.

Groups such as the Better Business Bureau exist to mediate disputes between businesses and consumers. If you are not able to resolve your disagreement with the advertiser, we encourage you to contact the BBB or another local consumer advocate to seek a resolution.

If you believe a crime has been committed, we urge you to report it to a law enforcement agency. After you file the report, we encourage you to forward us a copy for evaluation.

⋮ ⋯ ⋤



Isaac MT &lt;tmento01@gmail.com&gt;

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## Welcome!

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Masseurfinder.com <support@massuerfinder.com>

Sat, Apr 4, 2015 at 2:47 PM

Reply-To: "Massuerfinder.com Help Desk" <support+id03dbf38a7\_bgx64\_1@s.massuerfinder.com>

To: tmento01@gmail.com

Hi Isaac,

I'd like to personally welcome you to Massuerfinder.com!

You can log in to your account any time at...

<https://www.massuerfinder.com/s/my/>

...using your email address (tmento01@gmail.com) and the password you selected when you signed up. (If you forgot your password, click the Retrieve Your Password link.)

We pride ourselves on excellent customer support, so if you have any questions or problems, please let us know.

The best way to contact us is to log in to your account and click on the Support tab. (Here's a shortcut that you can bookmark.) Then fill out the form and click the submit button. Except for rare cases, you should get a response within 1-3 business hours.

All the best,

Ben S.  
Massuerfinder.com Customer Support Manager



Find gay massage therapists worldwide — at home or on the road

**FEATURED MASSEURS**



**FEATURED TESTIMONIAL**  
**Therapeutic Message**    
Seattle, WA  
"One of the best massages I've received with total attention to my needs. Very relaxing & strong hands that was very relaxing. Would definitely go again." [Read more »](#)

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Dallas, TX	New York, NY	Washington, DC
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**FEATURED TESTIMONIAL**  
**Massage by Marco**    
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"...He accommodated that to a tee. He was very responsive to my verbal requests & nonverbal cues & was intuitive in his technique. He has a great energy about him & is very personable & genuinely seems to enjoy..." [Read more »](#)

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1801 GLADE ST  
NASHVILLE, TN 37207  
UNITED STATES US

SHIP DATE: 08MAR21  
ACTWGT: 0.50 LB  
CAD: 6997111/SSF02121

BILL THIRD PARTY

TO LAS VEGAS CLERK'S OFFICE  
US DISTRICT COURT, DISTRICT OF NV  
333 LAS VEGAS BLVD S  
ORIGINAL COMPLAINT FILING  
LAS VEGAS NV 89101

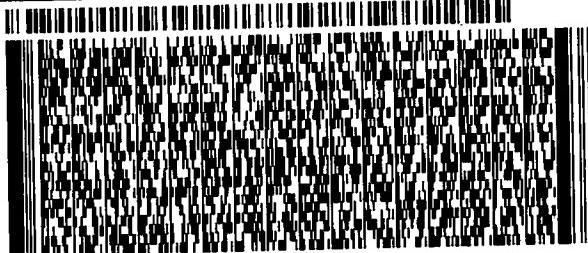
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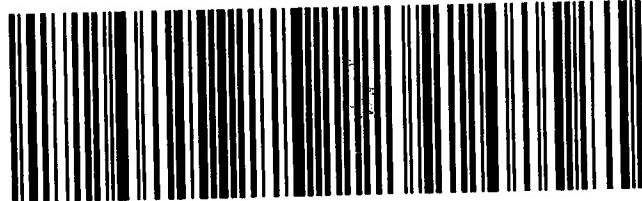
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THU - 11 MAR 4:30P  
EXPRESS SAVER

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NV-US LAS

Reusable SX VGTA



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